

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF AUSTIN AND
CENTER FOR CHILD PROTECTION**

This Agreement ("Agreement") is entered into between the City of Austin ("City"), a home-rule municipal corporation located in Travis County, Texas, and Center for Child Protection, a Texas non-profit corporation ("Center for Child Protection"), to provide professional services to the City and to perform functions which are mutually beneficial to the contracting parties.

WHEREAS, the City finds that the Center for Child Protection serves the public for the purpose of providing forensic interviews with alleged child victims and providing support to the families through the justice system process;

WHEREAS, the City agrees to provide funding for two family advocate position for the Center for Child Protection in the amount not to exceed \$99,396;

NOW, THEREFORE, CITY AND CENTER FOR CHILD PROTECTION AGREE AS FOLLOWS:

1.0 Purpose

The purpose of this Agreement is to provide funding for two family advocate positions to provide the following services to child victims of abuse and protective family members: crisis counseling, information and referral, orientation to the justice system, and assistance with applying for Crime Victim Compensation, at the point of forensic interview; to provide case management and follow-up throughout the duration of the case, and to provide group therapy.

1.1 City and Center for Child Protection agree that Center for Child Protection is retained as an Independent Contractor solely for the purposes and duration of the Project as set forth in subparagraph 1.0. City will have no right of control over Center for Child Protection' employees or Center for Child Protection work. Center for Child Protection is not an agent, servant or employee of City and will not hold itself out as same. Center for Child Protection understands it has no authority to bind or otherwise obligate City for the payment or performance of any duties for the Project except as provided in Section 3.0.

2.0 Effective Date of Agreement

This agreement is effective October 1, 2010, and will terminate on September 30, 2011.

3.0 Considerations

3.1 During the term of this Agreement, City will reimburse Center for Child Protection based on payroll documents submitted for actual salaries, taxes, and benefits for two family advocate positions, not to exceed a total of \$99,396. Documentation should be submitted in accordance with section 3.2.

3.2 Center for Child Protection will seek reimbursement from the City by presentment of its invoices and payroll documents to the City's designated personnel. Center for Child Protections' invoice of the prior month's payroll documents for the two family advocate positions will be presented to the City no later than the fifteenth of the following month via the following mailing addresses and e-mail addresses: City of Austin Police Department, Financial Management, P.O. Box 1629, Austin, Texas 78767-1629. Sandra.echols@ci.austin.tx.us.

3.3 Within 30 days, the City will reimburse Center for Child Protection the invoiced amount from current grant funds received for the Project and will not be obligated to pay any additional monies beyond the agreed consideration. In the event of payment of any unearned money or overpayment of money by City to Center for Child Protection, Center for Child Protection will refund promptly to City the unearned or overpaid amount within thirty (30) days after the refund is requested by the City.

4.0 Insurance Requirements. The following insurance requirement applies:

4.1 General Requirements

(1) The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract and during any warranty period.

(2) The Contractor shall forward Certificates of Insurance with the endorsements required below to the City as verification of coverage within 14 calendar days after notification of award, unless otherwise specified.

(3) The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

(4) The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

(5) The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of

B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

(6) All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the following information:

Attn:
Sydney Ceder
City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas
78767

(7) The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

(8) If insurance policies are not written for amounts specified below, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

(9) The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

(10) The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

(11) The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

(12) The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

(13) The Contractor shall provide the City thirty (30) days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage indicated within the Contract.

(14) The insurance coverage specified below are required minimums and are not intended to limit the responsibility or liability of the Contractor.

4.2 Specific Requirements.

(1) Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Art. 8308-1.01 et seq Tex. Rev. Civ. Stat.). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

(a) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

- (i) Waiver of Subrogation, Form WC 420304
- (ii) Thirty (30) days Notice of Cancellation, Form WC 420601

(2) Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverage A and B.

(a) The policy shall contain the following provisions:

- (i) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- (ii) Independent Contractor's Coverage.
- (iii) Products/Completed Operations Liability for the duration of the warranty period.
- (iv) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).

(b) The policy shall also include these endorsements in favor of the City of Austin:

- (i) Waiver of Subrogation, Endorsement CG 2404
- (ii) Thirty (30) days Notice of Cancellation, Endorsement CG 0205
- (iii) The City of Austin listed as an additional insured, Endorsement CG 2010

(3) Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

(a) The policy shall include these endorsements in favor of the City of Austin:

- (i) Waiver of Subrogation, Endorsement TE 2046A
- (ii) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A
- (iii) The City of Austin listed as an additional insured, Endorsement TE 9901B

(4). Professional Liability Insurance: The Contractor shall provide coverage, at a minimum limit of \$100,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement. If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

5.0 Confidentiality

5.1 If Center for Child Protection notifies the City of the confidential nature of its information, the City will maintain the confidentiality of the information to the extent permitted by law. Upon receipt of requests for confidential information, the City will notify Center for Child Protection of the request by facsimile transmission within three (3) working days. City will furnish Center for Child Protection with copies of Attorney General opinion requests City makes pertaining to confidential information within three (3) working days.

5.2 For the purposes of the Texas Public Information Act ("Open Records Act"), any information shared with Center for Child Protection by City or document given to Center for Child Protection by City is owned by City. Center for Child Protection agrees to keep such information or documents confidential to the extent allowed by law and will not release or make public such information or documents without the written consent of City. Upon receipt of requests for City information or City documents, Center for Child Protection will notify the City Attorney by facsimile transmission on or before the expiration of three calendar days of the request.

6.0 Records Retention

6.1 Center for Child Protection understands that its records relating to the performance of this Agreement, including but not limited to, payroll records, reports to City and the underlying documents upon which the reports are based, must be retained pursuant to the terms and conditions of the grant and state law. Center for Child Protection agrees that it will safely keep and not alter or destroy any such documents without the prior written permission of City.

7.0 Notice

7.1 Any notice given hereunder must be in writing, and may be given by personal delivery or by certified mail, return receipt requested, at the addresses of the parties indicated below:

City of Austin: Chief of Police
Austin Police Department
P.O. Box 689001
Austin, Texas 78767-9001
FAX: 974-6611

City Attorney
P.O. Box 1088
Austin, Texas 78767-8828
FAX: 974-2894

Center for Child Protection: Sandra A. Martin
Chief Executive Officer
8509 FM 969, Building 2
Austin, Texas 78724

8.0 Entire Agreement Amendments. This Agreement contains the entire agreement between the parties respecting the subject matter, and supersedes all prior agreements between the parties regarding these matters. This Agreement may not be modified or amended except by written agreement executed by both parties. The parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

9.0 Invalid Provisions. Any clause, sentence, paragraph or article of this Agreement that is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect will not impair, invalidate, or nullify the remainder of this Agreement.

10.0 Applicable Laws. This Agreement will be construed in accordance with the laws and constitution of the State of Texas. All obligations hereunder are performable in Travis

County, Texas, and venue for any action arising hereunder will be in Travis County, Texas.

11.0 Cooperation. City and Center for Child Protection agree to cooperate with each other in good faith at all times in order to effectuate the purposes and intent of this Agreement. Each party hereto confirms and represents that this Agreement has been duly authorized by its respective governing body.

12.0 Termination. Either party, without cause, may terminate this Agreement upon thirty (30) days written notice to the other party.

13.0 No Conferring of Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

14.0 Agreement Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original and all of which together constitute one and the same instrument. In like manner, from and after the time it executes consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding upon such party.

EXECUTED on the date or dates indicated below.

CITY OF AUSTIN, TEXAS

By: _____
Marc A. Ott, City Manager

Date

CENTER FOR CHILD PROTECTION

By: 
Sandra A. Martin, Chief Executive Officer

10-05-10
Date